GARMIN®

Traffic Service End User Subscriber Agreement

The Traffic Service Provider holds the rights to the traffic incident data and, if you receive RDS/TMC traffic, the RDS/TMC network through which it is delivered. You may not modify, copy, scan, or use any other method to reproduce, duplicate, republish, transmit, or distribute in any way any portion of traffic incident data. You agree to indemnify, defend, and hold harmless the Traffic Service Provider (and its affiliates) and Garmin Ltd. (and its subsidiaries) against any and all claims, damages, costs, or other expenses that arise directly or indirectly out of (a) your unauthorized use of the traffic incident data or the RDS/TMC network, (b) your violation of this End User Subscriber Agreement and/or (c) any unauthorized or unlawful activities by you in connection herewith.

The Traffic Service Data is informational only. You assume all risk of use. The Traffic Service Provider, Garmin Ltd. (and its subsidiaries), and their suppliers make no representations about content, traffic and road conditions, route usability, or speed.

Garmin and its Traffic Service Provider(s) make no warranty of fitness or compatibility of the traffic data with the Garmin product and no warranty that the traffic data will operate properly as integrated and interfaced with the Garmin product. In addition, Garmin and its Traffic Service Provider(s) make no warranty with regard to the reliability, accuracy, exhaustiveness and completeness of the traffic data, which may contain inaccuracies and/or errors from time to time. To the maximum extent permitted by applicable law, any and all warranties of any kind whatsoever with regard to the traffic data are hereby expressly waived and excluded, including, but not limited to, those of merchantability, fitness for a particular purpose, accuracy or completeness of the traffic data, and/or a lack of viruses.

Garmin and its Traffic Service Provider(s) disclaim all liability for any loss, injury, or damage resulting from use of or inability to use the Garmin product and traffic data as a result of weather difficulties, the destruction of transmitters and/or other broadcasting infrastructures, a natural disaster, and/or a lack of reliability, completeness or accuracy of the traffic data. In no event shall Garmin or its Traffic Service Provider(s) be liable to you or any other party for any compensatory, indirect, incidental, special, or consequential damages (including, without limitation, indirect, direct, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of the use of or inability to use the Garmin product or the traffic data, even if Garmin has been advised of the possibility of such damages.

If you purchase or your Garmin product is pre-loaded with “lifetime” or “one-time” traffic, you will receive Traffic Data for the useful life of your Garmin traffic receiver (as long as you own a compatible Garmin GPS) or as long as Garmin receives Traffic Data from its third party content supplier, whichever is shorter. Garmin may terminate your traffic subscription immediately if you violate any of the terms of this Agreement. Your traffic subscription may not be transferred to another person or another Garmin product.

Additional Terms and Conditions for the use of Travel and Traffic Information Services Provided in Finland, Sweden, Norway and Denmark

Destia End User License Agreement

1 Scope

1.1 This End User License Agreement (“EULA”) contains the terms and conditions regarding your use of the Services (as defined below in section 2.6)

provided by the Service Provider (as defined below in section 2.7) in the Territory (as defined below in section 2.8) and material limitations to your rights in that regard. If you are acting as an agent or other representative of a company or another legal person, such as an officer or other employee acting for your employer, then "you" and "your" mean your principal, the entity or other legal person for whom you are acting.

1.2 This EULA has been made publicly available in the Destia Traffic web service on the Service Provider's official Web site (www.destiatraffic.com/eula/). However, if you have not reviewed this EULA prior to opening the sales package of the Product (as defined below in section 2.5), you should read this written version of the EULA carefully as it is a legal agreement between you and the Service Provider as if the Service Provider and you physically signed this EULA. If you would like to get an unofficial translation of this EULA from English to your respective local language in the Territory, please visit the above-mentioned website. By opening the sales package of the Product that you've purchased containing this EULA and thereafter commencing the use of the Services, you automatically accept and agree to be bound by the terms and conditions contained in this EULA. However, if you do not agree to all of the terms and conditions contained in this EULA, you may not use the Services.

2 Definitions

2.1 "Act" shall mean the applicable local consumer protection laws and regulations.

2.2 "Data" shall mean collectively the travel and traffic information and the related location data made available to you through the Services by the Service Provider.

2.3 "Intellectual Property Rights" shall mean all copyrights, trademarks, trade secrets, patents and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.

2.4 "Manufacturer" shall mean the manufacturer of the Product and its affiliates.

2.5 "Product" shall mean the personal navigation device enabled to receive the Services manufactured, marketed, sold and distributed by the Manufacturer.

2.6 "Services" shall mean the provision of the Data to you by the Service Provider.

2.7 "Service Provider" shall mean Destia Oy with the Finnish Corporate ID 2163026-3 and registered address Kumpulantie 11, PO BOX 73, 00521 Helsinki, Finland.

2.8 "Territory" shall mean Finland, Sweden, Norway and Denmark.

3 License Grant

3.1 The Service Provider hereby grants to you a nonexclusive right to use the Services in the Territory for the life of the Product, or when the third party licenses, services and information required for providing the Services become unavailable on commercially reasonable terms, or until the Service Provider discontinues providing the Services in the form as they were provided when you purchased the Product, which ever is the shortest.

3.2 There are no implied licenses granted under this EULA, and all rights save for those expressly granted to you above, shall remain with the Service Provider.

4 Intellectual Property And Other Rights

Title and all Intellectual Property Rights to or associated with the Services and/or the Data shall always be vested in the Service Provider, its licensors or other suppliers.

5 Warranty Disclaimer

5.1 The Service Provider shall provide the Services with due care and professional skill in the Territory

until the expiry or termination of the license grant as agreed in section 3.1 above. For the avoidance of any doubt, the Service Provider's warranty provided hereunder shall cover only the Services expressly excluding the Product.

5.2 NOTWITHSTANDING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT THE SERVICES, DUE TO THEIR NATURE AND CONTENT, MIGHT NOT ALWAYS BE FREE FROM DEFECTS, COMPLETE, REAL-TIME OR AVAILABLE, AND THAT THEY ARE PROVIDED ON "AS IS" BASIS IN LIEU OF ALL OTHER SERVICE PROVIDER OBLIGATIONS ARISING FROM THE ACT OR OTHER APPLICABLE STATUTORY LAWS, TRADE USAGE, GENERAL PRINCIPLES OR OTHER SOURCES OF LAW, WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE MANDATORY OBLIGATIONS IMPOSED ON THE SERVICE PROVIDER IN THE ABOVE REFERRED SOURCES OF LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE MANUFACTURER, ITS DISTRIBUTORS AND/OR RESELLERS SHALL IN ANY WAY EXTEND THE SCOPE OF THIS WARRANTY.

5.3 IN CASE THE SERVICES HAVE NOT BEEN PERFORMED WITH DUE CARE AND PROFESSIONAL SKILL AS AGREED IN SECTION 5.1 ABOVE, YOUR SOLE REMEDY IS REPERFORMANCE OF THE SERVICES EXPRESSLY EXCLUDING OTHER REMEDIES ARISING FROM THE ACT OR OTHER APPLICABLE STATUTORY LAWS, TRADE USAGE, GENERAL PRINCIPLES OR OTHER SOURCES OF LAW, WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE MANDATORY REMEDIES AVAILABLE TO YOU UNDER THE ABOVE-REFERRED SOURCES OF LAW.

6 Limitation Of Liability

6.1 FOR THE AVOIDANCE OF ANY DOUBT, YOU HAVE A RIGHT TO CLAIM DAMAGES FROM THE SERVICE PROVIDER ONLY IN SITUATIONS IN WHICH SUCH RIGHT CANNOT BE EXCLUDED BASED ON SECTION 5.3.

6.2 EXCLUDING THE SITUATIONS IN WHICH LIABILITY FOR (A) INDIRECT DAMAGES CANNOT BE LIMITED BASED ON THE MANDATORY PROVISIONS IN THE ACT AND OTHER APPLICABLE LOCAL LAWS, THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR INDIRECT DAMAGES; AND (B) DIRECT DAMAGES CANNOT BE LIMITED BASED ON THE MANDATORY PROVISIONS IN THE ACT AND OTHER APPLICABLE LOCAL LAWS, THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT THEY EXCEED THE FEES, WHICH YOU HAVE ACTUALLY PAID FOR THE SERVICES EXPRESSLY EXCLUDING THE PRICE OF THE PRODUCT.

6.3 TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS IN THE ACT AND OTHER APPLICABLE LOCAL LAWS, THE LIMITATION PERIOD FOR YOUR CLAIMS FOR DAMAGES SHALL BE TWO (2) YEARS FROM THE POINT IN TIME WHEN THE CLAIM AROSE AND YOU BECAME AWARE THEREOF. REGARDLESS OF YOUR KNOWLEDGE THE LIMITATION PERIOD SHALL ALWAYS BE THREE (3) YEARS FROM THE DAMAGING EVENT.

6.4 WITH THE EXCEPTION OF LIABILITY FOR PERSONAL INJURY OR PROPERTY UNDER THE APPLICABLE LOCAL PRODUCT LIABILITY LAWS, THE ABOVE LIMITATIONS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, IRRESPECTIVE OF THEIR LEGAL BASIS.

7 General Terms

7.1 This EULA constitutes the entire agreement and understanding by and between you and the Service Provider. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. Any additions or modifications hereto must be made in writing and signed by a duly authorized Service Provider representative. This also applies to any waiver of this requirement of written form. For the avoidance of any doubt, the Manufacturer and their distributors do not have a permission to modify this EULA on behalf of the Service Provider.

7.2 If for any reason a court finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA will continue in full force and effect.

7.3 Subject to section 6.3 above, a failure of a party to insist upon the performance of one or more of the terms of this EULA will not be deemed to be a waiver of its right to enforce such term, or of any rights or remedies that party may have under this EULA.

7.4 This EULA shall be governed in all respects by the laws of the country within the European Economic Area (EEA) in which you are domiciled. If you are domiciled outside the European Economic Area (EEA), this EULA shall be governed in all respects by the laws of the country in the European Economic Area (EEA) from which you purchased the license to use the Services. The United Nations Convention on Contracts for the International Sale of Goods, done at Vienna April 11, 1980, is excluded.

7.5 All disputes arising under this EULA shall be brought in the public court in the country within the European Economic Area (EEA) in which you are domiciled. If you are domiciled outside the European Economic Area (EEA), the forum for all disputes shall be the public court in the country within the European Economic Area (EEA) from which you purchased the license to use the Services.

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January 2010

Part Number 190-00883-12 Rev. B

Printed in Taiwan